

# **EXHIBIT 3**

DEPOSITION OF  
MARK A. VERBRUGGE  
HENDERSON V. UNITED STUDENT AID FUNDS  
TAKEN ON  
FEBRUARY 23, 2016

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1	IN THE UNITED STATES DISTRICT SOUTHERN DISTRICT OF 2 CALIFORNIA 3 CASE NO.: 3:13-cv-1845-L-BLM 4 CLASS ACTION		1	I-N-D-E-X	O-F E-X-H-I-B-I-T-S	
5	SHYRIA HENDERSON, on Behalf ) 6 of Herself and all others ) 7 similarly situated, ) 8 Plaintiff, ) 9 vs. ) 10 UNITED STUDENT AID FUNDS, INC. ) 11 D/B/A USA FUNDS, ) 12 Defendant. ) 13		2			
14			3			
15	The 30(b)(6) deposition upon oral examination 16 of MARK A. VERBRUGGE, a witness produced and sworn 17 before me, Linda C. Callahan, a Court Reporter and 18 Notary Public in and for the County of Hamilton, 19 State of Indiana, taken on behalf of the Plaintiff 20 in the offices of Alliance Court Reporting, 13295 21 N. Illinois Street, Suite 218, Carmel, Hamilton 22 County, Indiana, on the 23rd day of February, 23 2016, commencing at 9:00 a.m., pursuant to the 24 Federal Rules of Civil Procedure, and by Notice of 25 the parties and subpoena of the witness as to time and place thereof.		4	PAGE		
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46	Reported by: LINDA C. CALLAHAN No. 16-39252		25			
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1	A-P-P-E-A-R-A-N-C-E-S		1	MARK A. VERBRUGGE,		
2	FOR THE PLAINTIFF:		2	having first been duly sworn,		
3	EDELSON PC		3	was examined and testified as follows:		
4	BY: NICK LARRY, ESQ.		4			
5	350 North LaSalle Street		5	EXAMINATION		
6	Suite 1300		6			
7	Chicago, IL 60654		7	BY MR. LARRY:		
8	FOR THE DEFENDANT:		8	Q. Would you please state your full name for the		
9	VEDDERPRICE		9	record.		
10	BY: LISA M. SIMONETTI, ESQ.		10	A. Mark Allen Verbrugge.		
11	1925 Century Park East		11	Q. Can you spell your last name, please.		
12	Suite 1900		12	A. V as in Victor, E-R, B as in baker, R-U-G-G-E.		
13	Los Angeles, CA 90067		13	Q. And Mr. Verbrugge, have you been deposed before?		
14	and		14	A. No.		
15	MATTHEW R. SHELDON, ESQ.		15	MR. LARRY: Okay. Well, I'll go over		
16	NAVIENT SOLUTIONS, INC.		16	some ground rules so that we're on the same page		
17	2001 Edmund Halley Drive		17	so that everything goes as smoothly as possible.		
18	Reston, VA 20191		18	I'm sure you talked about this with the attorney		
19	ALSO PRESENT:		19	for the defendant in this case, but I'm going to		
20	Courtney Booth, Esq.		20	ask questions and you're going to answer them.		
21			21	From time to time, Navient's attorney may object,		
22			22	and in that event, you're going to need to wait		
23			23	for the objection to finish, but generally		
24			24	speaking, I'm going to ask you to answer at the		
25			25	conclusion of the objection. The exception of		

1 Systems.  
2 Q. And what was the reason being?  
3 A. Again, performance.  
4 Q. Any others?  
5 A. Williams Professionals.  
6 Q. The reason?  
7 A. Performance.  
8 Q. Any others that you can think of?  
9 A. Those are all I can think of right now.  
10 Q. But there could be more out there?  
11 A. There could be, yes. You're talking about a  
12 pretty long timeframe.  
13 Q. Do you recall any -- do you recall whether there  
14 were any third-party collection agencies that were  
15 released or no longer utilized for reasons other  
16 than performance?  
17 A. It was all performance related.  
18 Q. Okay. So with regard to the loan taken out by the  
19 plaintiff in this matter, that was serviced by  
20 NSI; correct?  
21 A. Correct.  
22 Q. And do you know the time period when NSI began  
23 servicing that loan?  
24 A. I believe it was -- originally goes back as far as  
25 2000.

1 Q. The loan was defaulted on; correct?  
2 A. The loan was defaulted on.  
3 Q. And NSI continued to service the loan after it was  
4 defaulted on and purchased by USA Funds; correct?  
5 A. NSI, -- I can speak to when NSI Portfolio  
6 Management began working on the account, and that  
7 was in 2000, based upon my recollection of  
8 reviewing the account. The collection activities  
9 began and the loan was subsequently, I believe,  
10 rehabilitated in 2004 to late 2005.  
11 Q. What does rehabilitated mean in this context?  
12 A. What that means is, and the program still exists  
13 today under the FFELP world, if a borrower makes  
14 on-time monthly payments -- back then, I'm  
15 guessing it was 12 in 2004, it's now nine -- and  
16 they make, once again, their required number of  
17 and required amount within a 30-day time period,  
18 they actually rehabilitate their loan, whereby we  
19 sell their loan to a rehabilitating lender, a new  
20 lender, they purchase that loan, they expunge the  
21 credit bureau reporting as the default never  
22 existed, so it basically gives the borrower a  
23 brand new chance to, you know, move forward with  
24 that repayment of that debt without having any of  
25 the negatory comments on the credit bureau report.

1 Q. So it's not only treated no longer as being a  
2 default, but as if it never happened?  
3 A. Correct.  
4 Q. And then the loan was subsequently defaulted on  
5 again; correct?  
6 A. Correct.  
7 Q. Do you know when that took place?  
8 A. I believe it was 2010.  
9 Q. And what is your basis for that understanding?  
10 A. Once again, off of the EAGLE system.  
11 Q. That's something that's reflected in the system?  
12 A. Correct.  
13 Q. And if you were to look back in the system now,  
14 would you be able to pull an exact date?  
15 A. Yes.  
16 Q. And did the system have a date for the original  
17 default?  
18 A. I'm sure it does. I don't recall it exactly, but  
19 yes, it would.  
20 Q. And would the system also show when the loan was  
21 sold to a rehabilitating creditor?  
22 A. Yes.  
23 Q. And after the subsequent default in 2010, the loan  
24 was purchased again by USA Funds; correct?  
25 A. Correct.

1 Q. And that was reflected in the EAGLE records, as  
2 well?  
3 A. Yes.  
4 Q. And so in the process of servicing plaintiff's  
5 loan that had defaulted, NSI used third parties to  
6 actually make collection calls; correct?  
7 A. Correct.  
8 Q. Do you know which third-party collection agencies  
9 were used to place calls to plaintiff?  
10 A. It's -- I can tell off the system. Off the top of  
11 my head, I believe there was five different  
12 agencies that had sought -- that had worked this  
13 loan after 2010. I believe one was Pioneer Credit  
14 Recovery, I believe another was General Revenue  
15 Corporation, I believe another one was GC  
16 Services, I believe another one at that time was  
17 OSI/TSI now, and I believe there was another one,  
18 but I can't recall.  
19 Q. Does National Enterprise System sound right?  
20 A. It does.  
21 Q. I'm going to go ahead and give you another exhibit  
22 here.  
23 (Exhibit No. 2 was marked for  
24 identification.)  
25 Q. Have you seen the document marked as Exhibit 2

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1	reports, all reports kept at NSI.	1 A. So -- pardon me.
2	Q. Do you know if those reports are provided to USA	2 Q. Are you aware of instances where NSI has chosen
3	Funds?	3 not to take the recommended action?
4	A. They are -- upon asked. They are not a typical	4 A. I am aware of instances specifically. I can't
5	report that's provided to USA Funds.	5 give you one off the top of my head, but I can
6	Q. Did you say upon ask?	6 assure you that we have not taken 100 percent of
7	A. Upon asked, yeah. If they ask for an inventory	7 all recommendations.
8	report, we provide it to them.	8 Q. Do you have any idea how many recommendations
9	Q. Have they done so?	9 haven't been followed?
10	A. Not to my knowledge. I mean, it wouldn't be a	10 A. No.
11	far-fetched question.	11 Q. Do you have any idea what the percentage is?
12	Q. So I want to ask a little bit about the connection	12 A. It's -- it would be a guess.
13	between the audit score and the recommendations.	13 MS. SIMONETTI: Don't guess.
14	So USA Funds performs its audits on a wide variety	14 A. I'm not sure -- I'm not here to guess.
15	of criteria, I assume, that are being audited;	15 Q. Would there be records that you can consult so you
16	correct?	16 wouldn't have to guess?
17	A. They have a specific audit guide.	17 A. We could refer back to every audit and then look
18	Q. And that audit guide provides for an audit score	18 at the placement report, yes.
19	based on compliance with certain criteria; right?	19 Q. And does NSI maintain records of the USA Funds'
20	A. Sure.	20 audit reports?
21	Q. So the audit score leads to a recommendation that	21 A. NSI, yes.
22	can either be suspension of placement to a given	22 Q. I'm not asking whether you know whether USA Funds
23	vendor or a decrease in placements over a given	23 maintains those or not, just whether NSI does. So
24	time period; right?	24 sticking with this document here, are you aware of
25	A. Correct.	25 any time period between the October 1, 1999 date
Page 42		Page 44
1	Q. Do you know whether the recommendation is	1 listed at the beginning and the present where this
2	automatically generated as a result of the audit	2 agreement that's been marked as Exhibit 2 or any
3	score?	3 of its subsequent restatements or members have not
4	A. Can you rephrase the question?	4 been in place, has there ever been a lapse in that
5	Q. Sure. All I'm asking is say the audit score came	5 contract?
6	out at -- I'm just going to make this up -- 84 out	6 A. Not that I am aware.
7	of a 100.	7 Q. Do you know how many accounts NSI, or as it was
8	A. Uh-huh.	8 previously known under Sallie Mae, have serviced
9	Q. Would 84 always mean a two-week suspension?	9 for USA Funds since August of 2009?
10	A. There's a scale, yes, that determines what the	10 A. No, no.
11	recommendation typically fits under, yes.	11 Q. Do you have any sense of the order of magnitude?
12	Q. And that scale -- so then the recommendation comes	12 A. I could -- I have dollar volume, I don't have
13	from USA Funds to NSI; correct?	13 number of accounts.
14	A. Correct.	14 Q. Okay. What is the dollar volume?
15	Q. Okay. And does NSI ever disregard that	15 A. It currently sits about a little over \$6 billion,
16	recommendation?	16 and probably back in 2010, it exceeded that
17	A. Disregard is the wrong word.	17 number, so it's reduced, but I once again would be
18	Q. What is the right word?	18 guessing what the dollar volume was in August or
19	A. I don't know if there is a right word, but we just	19 whatever of 2009.
20	don't disregard. We evaluate and we take under	20 Q. Don't guess on that.
21	strong consideration the recommendations of the	21 A. I will not.
22	audit and the audit score and the recommendation	22 Q. So you said you weren't able to give a number for
23	of USA Funds. However, we have to evaluate	23 number of accounts, but do you have any sense of
24	whether it's the right action to take.	24 or is it -- whether it's millions of accounts?
25	Q. Are you aware --	25 A. You could do the math. You know, no, I'm not

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1	Q. What about USA Funds, are they informed of the 2 dialers used by NSI's vendors?	1 1 borrower telephone numbers?
3	A. No, no.	2 A. No.
4	Q. No, they aren't or no, you're not aware?	3 Q. So within kind of the universe of skiptracing, do 4 you know whether USA's vendors use any third-party 5 database services to obtain additional telephone 6 numbers for a consumer?
5	A. No, they are not informed.	7 A. I'm not aware of who they contract with to get 8 that information.
6	Q. Do you know whether they're able to get that 7 information as part of their audits?	9 Q. Do you know whether they contract with anyone?
8	A. No, I'm not aware if they're able to get that.	10 A. I assume some do.
9	Q. What are the differences -- does Navient itself 10 ever obtain telephone numbers or new telephone 11 numbers for consumers who have NSI loans being 12 serviced by NSI?	11 Q. Do you know whether NSI's auditing process 12 identifies who if any those third parties are?
13	A. Yes.	13 A. I don't believe it does.
14	Q. And how does NSI do that?	14 Q. Within the meaning -- within skiptracing as you 15 used it, would that include a collections vendor 16 calling an individual's relatives, known 17 acquaintances, to attempt to obtain new or updated 18 contact information?
15	A. I go back to post-claims assistance, a borrower 16 could call in, and every time the borrower calls 17 in, we verify phone and address, if the caller 18 gives a new phone, we update the system.	19 A. Yes, it would.
19	Q. Are there any other methods you're aware of?	20 Q. And that is something that NSI's vendors do?
20	A. Could be mail.	21 A. Yes, it is.
21	Q. Any others?	22 Q. Does NSI have to approve its vendors skiptracing 23 processes?
22	A. It could be a call to the OCA, as we talked about 23 earlier.	24 A. No.
24	Q. Any others?	25 Q. Are you aware of NSI ever requesting any changes
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1	Q. And when NSI receives an account from USA Funds, 2 that typically includes at least one telephone 3 number with it; correct?	1 to its vendors skiptracing policies?
4	A. Typically, yes.	2 A. No, I'm not aware.
5	Q. After NSI has begun servicing accounts, do you 6 know if USA Funds takes any action to obtain 7 additional telephone numbers?	3 Q. Does NSI place any restrictions on the use -- or 4 on -- yes, on the use of telephone numbers 5 obtained by skiptracing by its vendors?
8	A. No, they do not.	6 A. They're -- yes, there are some restrictions.
9	Q. What about NSI's vendors, do they take any 10 additional action outside of what's provided to 11 them upon origination of the account and outside 12 of what's obtained by NSI and updated in the 13 system, do the vendors take any action to obtain 14 additional telephone numbers for a consumer?	7 Q. And what restrictions do you find?
15	A. Yes.	8 A. Cease would be don't call the -- don't call the 9 phone number; death, deceased, don't call the 10 number. Those are a couple.
16	Q. And what actions are those?	11 Q. Any others that you can think of?
17	A. They skiptrace.	12 A. Not sitting here right now, no.
18	Q. Can you explain what you mean by skiptrace?	13 Q. What about USA Funds; is USA Funds able to 14 request -- or is USA Funds able to place 15 restrictions on the use of numbers obtained by 16 skiptracing by NSI's collection vendors?
19	A. Information in the system isn't always the best 20 available; it may be old, it may have never been 21 good. They have to locate, so skiptracing is 22 another term for locating.	17 A. No.
23	Q. We'll come back to skiptracing in a minute, but 24 are there any other methods that you're aware of 25 that NSI's collections vendors use to obtain	18 Q. Do you know whether it has ever done so?
		19 A. I don't believe it's ever been done.
		20 Q. Are you familiar with the phrase number trapping?
		21 A. I read it in the document earlier and I'm not 22 familiar with what it is.
		23 Q. Are you familiar with any process used by 24 collections vendors to add telephone numbers to 25 the contact database by virtue of those numbers

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1 asking is if the placement file doesn't include 2 whether any such consent has been granted, do you 3 know whether NSI's auditing process checks to see 4 if maybe the first call to an individual regarding 5 an account is autodialled? 6 A. They check to -- what is given is whether the 7 phone is cell, home, or work, and so the review is 8 to make sure cells are not autodialled. 9 Q. And do you know how NSI determines whether a 10 number is cell, home, or work? 11 A. Some come off the promissory note and originally 12 entered at the time by USA Funds into -- as the 13 claim is purchased, others are retained via 14 skiptracing by prior vendors. But consent does 15 not transfer from agency to agency. 16 Q. So when NSI receives a file from USA Funds, that 17 file indicates whether each given telephone number 18 is cell, home, work? 19 A. Nowadays, it could; on the newer default, it does, 20 yes. 21 Q. It sounds like that wasn't always the case. 22 A. Cell phones didn't always exist. 23 Q. Since -- for the time period from August 8, 2009 24 to the present, has it been the case that USA 25 Funds' files as they come in, has identified what	1 vendor to do so? 2 A. No, we have not. 3 Q. Do you know whether USA Funds has ever requested a 4 vendor to do so? 5 A. They have not. 6 Q. Do you know whether they ever directed a vendor to 7 do so? 8 A. They have never directed. 9 MR. LARRY: We have been going for 10 almost an hour now; we're about to go through a 11 detailed and boring exhibit. If people want to 12 break now, it would be a good time. 13 MS. SIMONETTI: I have to take a 14 really quick call at two, so it might be a little 15 longer than five minutes. 16 MR. LARRY: That's fine. 17 Q. If you could go back to Exhibit No. 5 which was 18 the 2014 audit guide. 19 A. Got it. 20 Q. Okay. If you'd turn to what's marked internally 21 as page ten, and do you see above bold heading 6 22 where there's H, "Skip activity"? 23 A. Uh-huh. 24 Q. Does that section mean that there are situations 25 in which NSI requires its collections vendors to
Page 130	Page 132
1 type of telephone number? 2 A. Not all the time. 3 Q. In what circumstances won't it do that? 4 A. It has to be notated on the front of the note 5 whether it's a cell. 6 Q. Have you ever heard of the concept of cell 7 scrubbing? 8 A. Sure. 9 Q. And what is your understanding of what that is? 10 A. Phone numbers are put through a variety of like -- 11 I guess call, for lack of a better -- scrubs to 12 identify if it's a landline or a cell phone. 13 Q. Sure, okay. I wasn't trying to trip you up, I 14 just wanted to make sure we're on the same page. 15 Do you know whether NSI employs a process, a cell 16 phone scrubbing process, before sending files to 17 its vendors? 18 A. NSI does not. 19 Q. Do you know whether NSI requires its vendors to do 20 so? 21 A. We do not require our vendors to do that. 22 Q. Do you know whether NSI has ever directed its 23 vendors to use cell phone scrubbing? 24 A. No. I don't -- no, we've never directed that. 25 Q. Do you know whether NSI has ever requested a	1 skiptrace to obtain new telephone numbers? 2 A. Indeed, it does. 3 Q. Do you know whether NSI's audits include a check 4 to make sure that that's occurring? 5 A. It does. 6 Q. And do you know whether NSI has ever directed a 7 vendor who has failed to comply with those 8 provisions to skiptrace? 9 A. If they fail to comply with as written, we 10 obviously notate it as a finding and tell them to 11 take the appropriate action to get back on track 12 with the direction. 13 Q. And that's something that's happened? 14 A. I can't think of a specific example, but, yeah, 15 I'm just going to go with -- I've been in this 16 department for awhile, so yeah. I can't -- I 17 don't have a specific date, timeframe, or agency 18 in which this specific finding has been found. 19 Q. Do you know whether USA Funds has ever requested 20 that one of NSI's vendors increase its use of 21 skiptracing? 22 A. No. This is our policy. 23 Q. Do you know whether USA Funds has ever generally 24 requested that -- or has ever requested that NSI's 25 vendors generally increase their use of

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1 became a sole entity in 2000 when Sallie Mae  
2 acquired USA Group or purchased USA Group  
3 Guaranteed Services.  
4 Q. What year did you say that was?  
5 A. 2000.  
6 Q. Do you see in that same paragraph where it says,  
7 "Sallie Mae now seeks to update and conform all  
8 its collection agency contracts"?  
9 A. Uh-huh.  
10 Q. Were you employed by Sallie Mae at that time?  
11 A. I was.  
12 Q. Do you recall that taking place?  
13 A. I faintly recall the contracts being revised, yes.  
14 Q. Do you know whether since that time, Sallie Mae or  
15 now NSI has gone through a process of updating and  
16 conforming all of its collection agency contracts  
17 with a single effective date?  
18 A. The contracts, I believe, with all vendors have  
19 been updated as recently as 2015.  
20 Q. So the individual contracts have been updated as  
21 recently as 2015, but do you know if there's been  
22 a vendor, a -- sorry, an NSI-wide update and  
23 conformance of its contracts with all of its  
24 vendors at the same time at any point since  
25 July 1, 2004?

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1 Sallie Mae USA Funds' vendors?  
2 A. I believe at the time -- I would -- can you repeat  
3 that, please?  
4 (The pending question was read back  
5 by the reporter.)  
6 MR. LARRY: That's a terrible  
7 question. I'm just going to ask a new one.  
8 Q. So was the general idea of these vendor-wide  
9 changes to have similar contracts across NSI or  
10 previously Sallie Mae's group of vendors?  
11 A. Consistent wording, correct.  
12 Q. Okay.  
13 A. And if you look at the cover page, I think it  
14 highlights one of the big changes.  
15 Q. What happens when a vendor that NSI hires to  
16 help -- to collect on a USA Funds loan is able to  
17 successfully collect?  
18 A. Neal, right?  
19 Q. Nick.  
20 A. Nick. I did that earlier, too, so I apologize.  
21 We're tit for tat on the apologies, right? Nick,  
22 I call you today, you agree to pay, how would you  
23 like to make that payment? Okay. You know,  
24 basically, we can make a credit card payment,  
25 electronic fund transfer, how are you making that

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1 MS. SIMONETTI: You mean on the USA  
2 Funds portfolio?  
3 MR. LARRY: We can limit it to that.  
4 A. With the USA Funds portfolio? Okay, because I  
5 understood your question to mean all vendors  
6 across all relationships, even outside the --  
7 Q. No. To the extent you understood it to mean that,  
8 I'm sorry.  
9 A. Okay, no, no -- apology accepted.  
10 Q. No, just specifically to USA Funds.  
11 A. Again, I believe I answered that. I am -- I  
12 believe it was in 2015. I think it was mid 2015,  
13 all contracts for vendors working on behalf of USA  
14 Funds have been revised and subsequently signed by  
15 the appropriate parties.  
16 Q. So between that July 1, 2004 time period and the  
17 mid 2015 time you just outlined, are you aware of  
18 any other similar instances of conforming across  
19 USA Funds' vendors?  
20 A. I'm not aware of that. No, I'm not aware of a  
21 uniformity revision of all contracts across all of  
22 USA Funds.  
23 Q. And do you recall that this was taking place as a  
24 general idea to have contracts similar in form and  
25 type and layout across all of the Navient or then

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1 payment. The bottom line, I receive that -- as an  
2 agency, they receive the payment today, so call it  
3 \$50, they apply it to their system today, go back  
4 with that effective date and trend date. It's  
5 going to have an effective date and a trend date  
6 on their system of today's date.  
7 They are required to report that payment to me  
8 within 24 hours or the next day, so they not only  
9 remit that payment to me via electronic file to  
10 say, hey, for Nick, we got a \$50 payment, this is  
11 how we applied to principal, interest, and  
12 collections costs, we take it, being that we're  
13 the system of record, make sure they applied it  
14 correctly, and then follow it up by wiring the  
15 funds that next day, as well, so we not only have  
16 notification of payment, but we also have the cash  
17 in hand for that payment, as well.  
18 Q. And then what does NSI do with that payment?  
19 A. It automatically applies to the system, to EAGLE.  
20 It will then allocate a vendor fee, because  
21 they're paid for the services that they produce,  
22 say it's 10 percent, make it a number, and the fee  
23 tables are in here, it creates a fee table, let's  
24 say in your case, it's 10 percent, \$5, make sure  
25 that you either retained -- because some contracts

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1 Q. All right. Can I ask you to take a look at 2 Exhibit 1?		1 time by a vendor on USA Funds portfolio loan, 2 would you call the vendor?	
3 A. I put my glasses away. All right.		3 A. Yes, I would.	
4 Q. And take a look at the section entitled 5 "Definitions" and look for definition No. 13.		4 MS. SIMONETTI: Okay. Nothing 5 further.	
6 A. Under --		6 MR. LARRY: I have no further 7 questions.	
7 Q. No, "Definitions".		8 MS. SIMONETTI: All right. He'll 9 sign.	
8 A. Sorry.		10 (A discussion was held off the 11 record.)	
9 Q. That's all right.		12 MR. LARRY: So we have just conferred 13 off the record, and the witness will have 30 days 14 to review, sign, and submit any errata forms 15 related to the transcript of this deposition. 16 I'll take a pdf.	
10 A. Got it.		17 MS. SIMONETTI: Agreed, 30 days from 18 today.	
11 Q. Do you agree with me that this reads "Telephone or 12 telephone dialing equipment means or refers to the 13 telecommunications equipment, other telemarketing 14 systems and/or computers or computer systems used 15 to make phone calls"; is that what it says?		19 MS. SIMONETTI: I'll take a copy. 20 Can my office call you with the order?	
16 A. That's what it says.		21 MR. LARRY: And I'd like it in five 22 business days.	
17 Q. Can you take a look under the subject matter 18 topics, I don't know the page number, put look for 19 topic No. 15.		23	
20 A. All right.		24	
21 Q. Got it?		25	
22 A. Yep.			
23 Q. Do you agree with me that this reads, "Telephone 24 dialing equipment used by third parties retained 25 by you, including third-party vendors hired by you			
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1 to make phone calls to plaintiffs, as well as all 2 call recipients from August 8th, 2009 until the 3 present"; is that what it says?		1 STATE OF INDIANA ) 2 )SS: 3 COUNTY OF _____ ) 4 5 6 I, the undersigned, declare under 7 penalty of perjury that I have read the foregoing 8 transcript, and I have made any corrections, 9 additions, or deletions that I was desirous of 10 making; that the foregoing is a true and correct 11 transcript of my testimony contained therein.	
4 A. That's what it says.		12 13 Executed this _____ day of _____, 20____, 14 at:	
5 Q. And I omitted reference when I was reading that to 6 the misspelling of third, but I corrected that; 7 right?		15 16 17 18 19 20 21 22 23 24 25	
8 A. Correct.		MARK A. VERBRUGGE	
9 Q. Okay. Has it ever been part of NSI's relationship 10 with the vendors on USA's portfolio to obtain 11 information about telephone dialing equipment?			
12 A. From a portfolio management's perspective, working 13 with third-party vendors to collect upon USA Funds 14 student loan debt, no.			
15 Q. Has portfolio management ever had a business 16 reason to ask for information regarding telephone 17 dialing equipment used by vendors on the USA Funds 18 portfolio?			
19 A. No.			
20 Q. Are there vendors who provide the services to NSI 21 on USA Funds portfolio responsible for their own 22 telephone dialing equipment?			
23 A. They are.			
24 Q. So if you wanted to find out what telephone 25 dialing equipment was used at a certain point in			

Deposition of  
MARK A. VERBRUGGE

HENDERSON V. UNITED STUDENT AID FUNDS  
January 01, 2015

Page 10

1 DEPONENT'S CHANGES OR CORRECTIONS  
2 Note: If you are adding to your testimony, print  
3 the exact words you want to add. If you are deleting  
4 from your testimony, print the exact words you want  
5 to delete. Specify with "Add" or "Delete" and sign  
6 this form.  
7  
8 DEPOSITION OF: MARK A. VERBRUGGE  
9 CASE: HENDERSON V. UNITED STUDENT AID FUNDS  
10 DATE OF DEPOSITION: FEBRUARY 23, 2016  
11  
12 PAGE LINE CHANGE/ADD/DELETE  
13 \_\_\_\_\_  
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24 \_\_\_\_\_  
25 Deponent's Signature \_\_\_\_\_ Date \_\_\_\_\_

Page 16

1 REPORTER'S CERTIFICATE  
2  
3 I, LINDA C. CALLAHAN, a Court Reporter and  
4 Notary Public, certify;

5 That the foregoing proceedings were taken  
6 before me at the time and place therein set forth,  
7 at which time, the witness was put under oath by  
8 me;

9 That the testimony of the witness, the  
10 questions propounded, and all objections and  
11 statements made at the time of the examination  
12 were recorded stenographically by me and were  
13 thereafter transcribed;

14 That the foregoing is a true and correct  
15 transcript of my shorthand notes so taken.

16 I further certify that I am not a relative or  
17 employee of any attorney of the parties, nor  
18 financially interested in the action.

19 I declare under penalty of perjury under the  
20 laws of Indiana that the foregoing is true and  
21 correct.

22 Dated this 29th day of February, 2016.

23   
24 

---

25 LINDA C. CALLAHAN  
26  
27 My county of residence: Hamilton  
28 My commission expires: 11/3/16

Page 166

1 STATE OF INDIANA )  
2 ) SS:  
3 COUNTY OF \_\_\_\_\_ )  
4  
5

6 I, the undersigned, declare under  
7 penalty of perjury that I have read the foregoing  
8 transcript, and I have made any corrections,  
9 additions, or deletions that I was desirous of  
10 making; that the foregoing is a true and correct  
11 transcript of my testimony contained therein.

12

13 Executed this 28 day of March, 2016,  
14 at:

15

16

17



18  
19 MARK A. VERBRUGGE  
20  
21  
22  
23  
24  
25

1 DEPONENT'S CHANGES OR CORRECTIONS

2 Note: If you are adding to your testimony, print  
3 the exact words you want to add. If you are deleting  
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7

8 DEPOSITION OF: MARK A. VERBRUGGE

9 CASE: HENDERSON V. UNITED STUDENT AID FUNDS

10 DATE OF DEPOSITION: FEBRUARY 23, 2016

11

12 PAGE	LINE	CHANGE/ADD/DELETE
13 <u>4</u>	<u>10</u>	Change Middle Name Allen to Alan-
14 <u>15</u>	<u>11</u>	Change Agents to Agency
15 <u>21</u>	<u>5</u>	Change Williams to Windham.
16 <u>49</u>	<u>11</u>	Physical to Will
17 <u>49</u>	<u>16</u>	Venture to Vendor -
18 <u>54</u>	<u>15</u>	Wyndham to Windham -
19 <u>96</u>	<u>15</u>	in--- to NSI
20 <u>110</u>	<u>20</u>	Windom to Windham -
21 <u>111</u>	<u>3</u>	Windom to Windham.
22 <u>152</u>	<u>4</u>	Trend TO TRAN = Transaction -
23 <u>152</u>	<u>5</u>	Trend TO TRAN
24 _____	_____	_____

25 Deponent's Signature Mark A. Verbrugge Date 3/28/16

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I, LINDA C. CALLAHAN, a Court Reporter and  
Notary Public, certify;

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Dated this 29th day of February, 2016.

**LINDA C. CALLAHAN**

My county of residence: Hamilton  
My commission expires: 11/3/16